Weinberg v. National Football League Players Association et al Doc. 1 Att. 4

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Cause No. 06-11845

Steve Weinberg,	§	**In the District Court**
Plaintiff,	§	
	§	
vs.	§	
	§	
National Football League Players Association, Richard Berthelsen, Gene Upshaw, Tom DePaso, Trace Armstrong, Roger Kaplan, John Collins, Keith Washington, Tony Agnone, Howard Shatsky, and Mark Levin,	§	**95th Judicial District**
	§	
Defendants.	§	**Dallas County, Texas**

PLAINTIFF'S FIRST AMENDED PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the Plaintiff, Steve Weinberg, and files his First Amended Petition against the Defendants, the National Football League Players Association, Richard Berthelsen, Gene Upshaw, Tom DePaso, Trace Armstrong, Roger Kaplan, John Collins, Keith Washington, Tony Agnone, Howard Shatsky, and Mark Levin, as follows:

I.

INTRODUCTION

For twenty-two (22) years, Steve Weinberg represented National Football League ("NFL") players as a Certified Contract Advisor ("Contract Advisor") of the National Football League Players Association ("NFLPA"). During that time, Weinberg earned a reputation as a zealous advocate who always made his clients his top priority and who always sought to maximize his clients' earnings in negotiations with NFL teams. Unfortunately, Weinberg's zealous advocacy for his players created powerful enemies who formed an evil cabal that conspired against him to ***immediately revoke*** his certification as an NFLPA Contract Advisor and deny him agent fees that he was rightfully entitled to receive. The conspirators robbed Weinberg of his livelihood, his life's work, and his life's passion. These corrupt individuals used lies, deceit, and abuse of process to ultimately achieve their objectives: taking away Weinberg's NFLPA certification, his past, present, and future income, and all of his NFL clients. Through this lawsuit, Weinberg seeks compensation in the form of money damages for fraud, conspiracy to commit fraud, tortious interference with existing contracts, conspiracy to tortiously interfere with existing contracts, tortious interference with prospective business relations, conspiracy to tortiously interfere with prospective business relations, and illegal restraint of trade in violation of the Texas Free Enterprise and Antitrust Act of 1983.

II.

PARTIES

1. Steve Weinberg ("Plaintiff" or "Weinberg") is an individual who is a resident of Dallas County, Texas.

2. The National Football League Players Association ("NFLPA") is a non-profit corporation organized under the laws of the Commonwealth of Virginia with its principal place of business in Washington, D.C.

3. Richard Berthelsen ("Berthelsen") is an individual who is a resident of the Commonwealth of Virginia.

4. Gene Upshaw ("Upshaw") is an individual who is a resident of the Commonwealth of Virginia.

5. Tom DePaso ("DePaso") is an individual who is a resident of the Commonwealth of Virginia.

6. Trace Armstrong ("Armstrong") is an individual who is a resident of the State of Florida.

7. Roger Kaplan ("Kaplan") is an individual who is a resident of the Commonwealth of Virginia.

8. John Collins ("Collins") is an individual who is a resident of Dallas County, Texas.

9. Keith Washington ("Washington") is an individual who is a resident of Dallas County, Texas.

10. Tony Agnone ("Agnone") is an individual who is a resident of the State of Maryland.

11. Howard Shatsky ("Shatsky") is an individual who is a resident of the State of Maryland.

12. Mark Levin ("Levin") is an individual who is a resident of the State of Maryland.

III.

JURISDICTION AND VENUE

13. Jurisdiction is proper under Article 5 of the Texas Constitution and Section 24 of the Texas Government Code because this is a civil dispute in which the amount in controversy exceeds the minimum jurisdictional requirements of this Court, exclusive of interest and costs of court.

14. Venue is proper under Section 15 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events giving rise to these claims occurred in Dallas County, Texas and at least one Defendant is a resident of Dallas County, Texas.

IV.

DISCOVERY CONTROL PLAN

15. Discovery is requested under Texas Rule of Civil Procedure 190.4 (level 3).

V.

FACTUAL BACKGROUND

A. Weinberg Built a Successful Practice as a Sports Agent with a Broad and Loyal Clientele of NFL Players.

16. Steve Weinberg is a life-long sports fan who has always been particularly passionate about professional football. After graduating from the SMU School of Law in 1980, Weinberg followed his dream and became a full-time sports agent. In the years that followed, Weinberg built a successful business representing NFL players from his base of operations in Dallas, Texas.

17. In 1982, Weinberg became one of the first agents to be certified as an NFLPA Contract Advisor. During the next twenty (20) years, Weinberg was responsible for negotiating some of the most innovative—and largest—contracts in NFL history. Weinberg established a broad clientele of loyal players though hard work, creative thinking, and vigilant representation. Weinberg leaned his craft well; in fact, when the NFLPA administered an examination of all Contract Advisors in 1996, Weinberg was told that his near-perfect score on the test was the highest in the country.

18. Weinberg always looked out for the best interests of his clients. As a result, he often openly criticized the NFLPA and its leadership for debacles that he believed hurt many NFL players, including his own clients, such as: (i) the 1987 NFL players' strike, which Weinberg believed failed to achieve its objectives because of poor planning and execution by the NFLPA's leadership; (ii) the 1993 NFL salary cap—recommended and agreed to by the NFLPA's leadership during a time when the NFL's popularity and profitability were soaring—which Weinberg believed placed an unnecessary and artificial restraint on players' earnings and also caused a great number of veteran players to be replaced by younger, cheaper, less experienced players; and (iii) the continual failure of the NFLPA's leadership to secure fully guaranteed contracts for all NFL players, which Weinberg believed caused NFL players to have less job security than their counterparts in professional baseball and basketball, who have long enjoyed the benefits and job security of guaranteed contracts.

B. An Improvident Pairing with Howard Silber Led to a Legal Dispute and a Botched Arbitration Award.

19. In August 1998, Weinberg formed a joint venture with another NFL agent, Howard Silber. The purpose of the joint venture was to recruit new NFL clients, and the agents agreed to split the contract negotiation fees for these ***newly recruited*** clients 50% – 50%. However, they agreed ***not*** to split the contract negotiation fees for any new NFL Player Contracts negotiated on behalf of their pre-existing or "grandfathered" clients.

20. In February 1999, Silber suspended the joint venture after only seven (7) months. The fallout from the pairing, unfortunately, was a legal battle (involving Weinberg, Silber, and numerous NFL players) that lasted seven (7) years. Shortly after the break-up, a dispute arose over money. In an attempt to gain leverage against Weinberg, Silber began threatening to

directly involve Weinberg's NFL clients in the dispute. Weinberg, however, desperately wanted to keep his NFL clients (as well as Silber's) from being dragged into the dispute; to accomplish this, Weinberg immediately sought help from the NFLPA. In addition to sending letters to both Upshaw and Levin regarding Silber's intent to involve the players, Weinberg also flew to Washington, D.C., hoping to meet in-person with Upshaw and Berthelson to discuss the matter. Weinberg told them that he needed the NFLPA's help to "[e]nsure that the (NFL) clients would not be dragged into our dispute." However, the NFLPA turned a deaf ear to Weinberg's requests, refused to intervene and (amazingly) even refused to provide suggestions about how to deal with the matter.

21. Because the NFLPA refused to help, Weinberg and Silber agreed to mediate and then arbitrate their dispute before a local attorney in Dallas, Texas. Unfortunately, the local attorney lacked any particularized knowledge of NFL contracts and botched the award very badly. This resulted in many years of litigation to determine whether the botched arbitration award was valid and enforceable and, if so, for what amount.

22. The arbitrator seriously botched the award in at least three (3) ways. First, ***the arbitrator totally ignored all of the NFL Player Contracts negotiated on behalf of the newly recruited clients*** (listed in the agreement to arbitrate and for whom Weinberg and Silber had an agreement to share agent fees). Instead, the arbitrator focused his award entirely (and improperly) on the NFL Player Contracts of just one player: Stephen Davis. This was clearly a mistake because: (i) Davis was Weinberg's pre-existing client; (ii) he had been Weinberg's client for several years ***before*** the joint venture began; and (iii) the joint venture agreement specifically provided that Weinberg and Silber would ***not*** split contract negotiation fees relating to NFL

Player Contracts negotiated on behalf of their pre-existing, "grandfathered" NFL clients. Nonetheless, the arbitrator incorrectly and, frankly, inexplicably awarded Silber contract negotiation fees relating to Davis's NFL Player Contracts.

23. Second, the arbitrator compounded this mistake by basing his entire award on three (3) separate and distinct NFL Player Contracts negotiated entirely by Weinberg (and entered into by Davis) well ***after*** the joint venture had ended. In fact, two (2) of these contracts were actually negotiated and entered into during the time period ***after*** the arbitration hearing took place but before the arbitration award was finally issued seven (7) months later.

24. Third, the arbitrator further compounded these mistakes by then incorrectly calculating (and then improperly "splitting") the negotiation fees to be paid under the contracts. The three (3) separate NFLPA Standard Representation Agreements with Davis stipulated that Weinberg—not Silber—was to receive 1%, 1%, and 1.5% of Davis's earnings, respectively, as his negotiation fees for those three (3) contracts. Thus, if Silber had been entitled to split the fees—and, again, clearly he was not—his share would have been 0.5%, 0.5%, and 0.75%, respectively, from the three (3) contracts. However, the arbitrator totally ignored the language in Weinberg's fee agreements with Davis and arbitrarily ordered Weinberg to pay Silber an amount equal to 1.5% of Davis's earnings under all three contracts. As a result, the arbitration award, incredibly, required Weinberg to pay Silber ***more*** than he was to receive as his total negotiation fee for all three (3) of Davis's NFL Player Contracts even though: (i) Davis was Weinberg's pre-existing and "grandfathered" client whose contract negotiation fees were ***excluded*** from the joint venture; (ii) the contracts were negotiated well ***after*** the joint venture had ended; and (iii) the

contracts were negotiated without any help or involvement from Silber. Obviously, the arbitrator botched this award very badly.

25. Weinberg challenged the botched award in Federal Court. He (and Davis) also contacted Tom DePaso, one of the NFLPA's staff attorneys, to request advice on how to proceed in light of the arbitration debacle. DePaso advised Davis ***not*** to pay any of the agent fees owed to Weinberg on the three (3) NFL contracts included in the award, which would then allow Weinberg to file a "friendly" arbitration grievance against Davis. That would put the matter in the hands of the NFLPA's arbitrator, Roger Kaplan, who would hopefully then be able to help straighten out the arbitration debacle, including the improper award of agent fees to Silber from the Davis contracts.

26. However, before any NFLPA arbitration proceeding could be commenced, the United States District Court for the Northern District of Texas issued an order confirming the arbitration award (which, by that point, had been amended several times), and Weinberg filed an appeal to the United States Fifth Circuit Court of Appeals regarding the judgment entered against him (which had also been amended).

C. Silber Filed Legal Proceedings Against Weinberg's NFL Clients, Prompting Numerous NFLPA Grievances.

27. While the matter was on appeal, Silber attempted to collect NFL agent fees (a matter expressly reserved for NFLPA arbitration) directly from Weinberg's clients in satisfaction of the botched arbitration award and judgment. However, Silber's actions violated the NFLPA Regulations Governing Contract Advisors (the "Regulations"). Specifically, Silber improperly initiated numerous legal proceedings in California, Texas, Illinois, and Colorado against Weinberg, Davis, and multiple other NFL players (represented by Weinberg) in an attempt to

collect NFL contract negotiation fees owed to Weinberg. Silber also sent threatening letters and made intimidating telephone calls, demanding money from Davis and several of Weinberg's other NFL clients (and their respective NFL teams).

28. In response to Silber's improper and illegal actions (and in an attempt to get Kaplan involved, as suggested by DePaso), both Weinberg and Davis filed NFLPA grievances against Silber, complaining that his conduct was improper and in violation of the Regulations. These grievances were filed under Section 5 of the Regulations, which governs disputes between Contract Advisors and NFL players. Additionally, Davis (and fourteen (14) other NFL players, who had also filed grievances against Silber) requested that the NFLPA Agent Disciplinary Committee investigate Silber's conduct—not Weinberg's—and take action against Silber—not Weinberg—for violating the Regulations. In fact, DePaso told Weinberg that Silber was prohibited from taking such actions against NFL players and promised that the NFLPA ***would*** discipline Silber for his actions, but the NFLPA never did so.

29. In response to the grievances filed by Weinberg and Davis, Silber filed counter-grievances against both of them, alleging that his actions were justified and demanding that the NFLPA Agent Disciplinary Committee take action against Weinberg and revoke his certification.

D. Weinberg Angered the Wrong People with a Public Rebuke.

30. In February 2001, Trace Armstrong, the NFLPA President and Chairman of the NFLPA Agent Disciplinary Committee, spoke at the annual agent seminar held at the NFL Scouting Combine and asked all Contract Advisors to assist the NFLPA by reporting violations

of the Regulations. Purportedly, the goal was to help "clean up" the agent business and to promote the uniform enforcement of the Regulations with respect to all Contract Advisors.

31. Thereafter, Weinberg and his NFL clients began reporting numerous specific violations of the Regulations by other Contract Advisors. Upon information and belief, the NFLPA never expected the volume of responses they received from Weinberg and his players, and many individuals at the NFLPA began to view Weinberg as a thorn in their side because these reports exponentially multiplied their workload.

32. After the NFLPA refused to act on these reported violations, Weinberg stood up in front of over 500 agents at the next annual agent seminar in Indianapolis, Indiana, and accused the NFLPA of failing to uniformly enforce the Regulations against all Contract Advisors, of inconsistent treatment of agents and players, and of failing to consistently act in the best interests of NFL players.

33. Although Trace Armstrong and Richard Berthelsen (who is the NFLPA's General Counsel and Counsel to the NFLPA Agent Disciplinary Committee) angrily denied Weinberg's allegations and attempted to brush them aside, they were both visibly angered and embarrassed by Weinberg's criticism. Weinberg believes that, as a result of that incident, Armstrong and Berthelson wanted to make him pay for this public rebuke.

34. Thereafter, the NFLPA (and the NFLPA Agent Disciplinary Committee) systematically and continuously ignored and refused to consider numerous critical issues and complaints raised by Weinberg and his clients because, according to its representatives, "it would be a full-time job" to address them all. On one occasion, Weinberg contacted the NFLPA to report several serious violations of the Regulations, and an NFLPA official responded, "Don't

you have anything better to do with your time?" Despite ignoring his complaints, at least one NFLPA official privately admitted to Weinberg that, even though he was "a pain in the -ss," the issues he raised always had merit and he "was always working for his clients."

E. Weinberg Also Struck a Sensitive Nerve by Asking Questions About the Highly Guarded Operations of the NFLPA's Golden Marketing Arm.

35. Each year, the NFLPA's for-profit marketing arm, National Football League Players Incorporated ("Players, Inc."), negotiates licensing and marketing agreements with third-party vendors to manufacture and sell products, such as video games, clothing, and other branded merchandise. Upon information and belief, these licensing and marketing agreements generate tremendous revenues to Players, Inc. of over $750,000,000.00 a year, but the majority of active NFL players receive only $7,500.00 a year from these activities, which is less than the players' $10,000.00 annual NFLPA dues. Previously, the players received payments from Players, Inc. equal to their annual union dues of $5,000.00, but, several years ago, when the NFLPA doubled the dues to $10,000.00 (which Weinberg believes was done without prior notice to the players), the NFLPA failed to increase the payments from Players, Inc. to the players by a commensurate amount.

36. As a result, Weinberg and several of his NFL clients began asking questions about Players, Inc., such as, "Where does all the money go?"; "Why is such a small portion of the money generated paid to the players?"; and "Who are all the true owners of Players, Inc.?"

37. Weinberg believes that his questions regarding this "cash cow" struck a sensitive nerve with certain individuals in the NFLPA's leadership, and they were desperate to keep Weinberg and his clients from discovering and disclosing the truth about the finances and ownership of these companies (Players, Inc. and two related companies, 2021 L Street Building

Corporation and Players Challenge, Inc.). As a result, they plotted to silence Weinberg by getting rid of him, *i.e.*, by taking away his clients, revoking his certification, and systematically cutting-off his stream of income. Indeed, when the U.S. Department of Labor recently began requiring unions (including the NFLPA) to publicly report previously confidential financial information, numerous top executives at Players, Inc. either resigned or retired. Indeed, the President of Players, Inc. (who recently announced that he, too, is planning to leave the company) publicly admitted, "it [the new government reporting requirement] is a real problem. . . . We will have to deal with the consequences, and we are not happy about it."

F. Unbeknownst to Weinberg, an Evil Cabal Conspired to Ruin His Life by Taking Away His Clients, His Income, and His Career.

38. Upon information and belief, the NFLPA, Gene Upshaw, Richard Berthelsen, Tom DePaso, and Trace Armstrong were all part of a conspiracy against Weinberg, a resident of Dallas County, Texas. The purpose and goal of this conspiracy was to revoke Weinberg's certification as an NFLPA Contract Advisor, thus preventing him from negotiating any more NFL player contracts and denying him the right to earn a living as an NFL agent.

39. The conspirators' motives were vindictive and wrongful, and their actions were remarkably unjustified. The conspirators willfully, consciously, and intentionally took numerous improper, unlawful, and deceitful steps in furtherance of their conspiracy against Weinberg, including misuse of their offices and authority to carry out a personal vendetta and "witch hunt" against Weinberg. The conspirators knowingly and intentionally ruined Weinberg's life by maliciously destroying his career and wrongfully depriving him of the right to earn a living at his chosen profession.

G. The Conspirators Set a Trap for Weinberg.

40. Weinberg never imagined that—by being outspoken about the inconsistent enforcement of the Regulations and the disparate treatment of NFL Players and Contract Advisors under the Regulations as well as legally challenging an abominable arbitration award (and judgment), seeking help from the NFLPA, and asking questions about Players, Inc.—he would become the target of an NFLPA sponsored "witch hunt." Nonetheless, foreshadowing of a plot against Weinberg came in cryptic and ominous warnings from friends with inside information from the top ranks of the NFLPA, who told Weinberg: (i) "Bad things are about to happen to you;" (ii) "Your life is about to be ruined;" (iii) "Good luck. . . . ***They [the NFLPA's leaders] are and have been out to get you***;" and (iv) "Be prepared for nasty consequences." However, Weinberg, never one to live his life in fear, put little stock in these vague threats because he knew that he had done nothing wrong and never hurt any players. Everything that Weinberg did in response to Silber's improper and illegal conduct was intended to ***protect*** his NFL clients, not harm them, which is, in fact, the mission and sole purpose of the NFLPA. Indeed, Weinberg was only asking that the Regulations and NFL Player Contracts be enforced as written.

41. Although the Section 5 grievances filed by Davis and Weinberg against Silber requested that the NFLPA pursue disciplinary action against Silber (and vice versa), the conspirators represented to Weinberg that the NFLPA would await the outcome of the Section 5 grievances before investigating or pursuing any related disciplinary action against either Weinberg or Silber under Section 6 of the Regulations, which governs disciplinary actions by the NFLPA against Contract Advisors.

42. This representation was important for at least two reasons: (i) it confirmed to Weinberg that the NFLPA planned to follow its custom and practice of waiting until the Section 5 grievances were decided ***before*** investigating or pursuing any related Section 6 disciplinary action; and, (ii) once the Section 5 grievances were heard, Weinberg planned to pay Silber whatever amount was owed under the judgment, if any, as determined by the NFLPA's arbitrator, Roger Kaplan, thereby totally resolving the dispute with Silber and alleviating the need for any disciplinary action against him.

43. Weinberg and his NFL clients made numerous attempts (unsuccessfully) to schedule hearing dates with Kaplan on their Section 5 grievances against Silber, but no dates were ever set by Kaplan. Instead, without any warning and without ever talking to Weinberg, the NFLPA unexpectedly and inexplicably filed a Section 6 disciplinary complaint against Weinberg; the disciplinary complaint basically mirrored Silber's Section 5 counter-grievance already on file and pending against Weinberg. Indeed, this disciplinary complaint was filed with total disregard for custom, practice, and promises by the conspirators that the NFLPA would await the outcome of the Section 5 grievances (already on file) before investigating or pursuing any related Section 6 disciplinary action.

44. Until the disciplinary complaint was filed against him, Weinberg was completely unaware that he had done anything wrong as far as the NFLPA was concerned. In fact, before the disciplinary complaint was filed against him, Weinberg had written to the NFLPA several times, complaining about Silber's conduct and, once again, asking for the NFLPA's help in dealing with Silber and the various legal proceedings that Silber had improperly filed (in violation of the Regulations) against Weinberg's NFL clients. Unfortunately, no one at the NFLPA ever

responded to Weinberg's letters or communicated with him in any way about the situation with Silber, yet the conspirators had extensive communications with Silber during that same time period. In fact, Weinberg now believes that the conspirators purposely ignored his numerous requests for assistance because they specifically and secretly approved Silber's plan and allowed him to initiate garnishment proceedings against Weinberg's NFL clients (even though Silber's actions violated the Regulations and deliberately involved the players).

45. Until the disciplinary complaint was filed against him, no one ever informed Weinberg that the NFLPA viewed his conduct as improper in any way. If Weinberg had only known that he was risking possible NFLPA discipline (*e.g.*, reprimand, suspension, or worse) by challenging the botched arbitration award, appealing the vague judgment, and resisting Silber's strong-arm tactics against his NFL clients, Weinberg certainly would have paid Silber whatever amount was required to settle the matter (no matter how unjust). However, Weinberg never had that opportunity because no one at the NFLPA ever informed him that he had done anything wrong or that the NFLPA had "secretly" changed their policy regarding Silber's actions—and that it was his certification (and not Silber's) at risk. Weinberg now believes this was all part of a trap set for him by the conspirators whose plan was to use the Silber dispute (and the "NFLPA-approved" garnishments against Weinberg's clients) as their "excuse" for immediately revoking Weinberg's certification as an NFLPA Contract Advisor.

H. The Conspirators Sprung Their Trap, Revoking Weinberg's Certification Immediately and Without Proper Due Process.

46. After the Section 6 disciplinary complaint was filed against him, Weinberg answered, asserting: (i) that the NFLPA should await the outcome of the Section 5 grievances (still pending) ***before*** proceeding with any related Section 6 disciplinary action; (ii) that the

Silber judgment could not be paid because Davis had signed two new NFL Player Contracts since the time of the arbitration award that materially affected the amount owed under the award and judgment; Silber's interpretation of how much was owed differed vastly from Weinberg's interpretation; in fact, Silber arbitrarily changed his interpretation of the award constantly, even after Davis no longer earned any money under ***any*** of the contracts; as a result, Weinberg's position was that the parties needed Kaplan's help to determine what amount, if any, was owed; (iii) that the Silber judgment was on appeal; and (iv) that a judge in Dallas, Texas had recently stopped all of Silber's Texas garnishment proceedings by ruling in favor of Weinberg—that the judgment was too vague to be enforced.

47. The Texas State Court ruling—which declared the Silber judgment "unenforceable" and "void for vagueness"—came just three (3) days after the NFLPA disciplinary complaint was filed against Weinberg. The ruling (upheld on appeal) prevented Silber from proceeding against Weinberg's players and caused the garnishment proceedings to be dismissed.

48. Although Weinberg succeeded in blocking Silber's improper and illegal actions, the conspirators still proceeded with their planned disciplinary action against him and refused to withdraw their disciplinary complaint. Weinberg now believes that the conspirators purposefully allowed Silber to proceed directly against the players (in violation of the Regulations), so they could then use the Texas garnishment proceedings against Weinberg's clients as their basis for immediately revoking his certification. Therefore, even after Weinberg (and his attorneys) prevented Silber from serving any more players—including Davis—it really did not matter. In fact, even after the Texas State Court ruling eviscerated the garnishment proceedings, Silber told

Weinberg that the NFLPA still planned to move forward with disciplinary action against Weinberg and planned to revoke his certification for three (3) years.

49. The most shocking part about this situation is that fifteen (15) NFL players had filed grievances against Silber (not Weinberg) complaining that Silber's conduct (not Weinberg's) violated the Regulations. However, the conspirators did not care about any of this, they only wanted to hurt Weinberg and silence him. Although the conspirators knew or should have known that there was no proper basis for their planned action, they proceeded with their disciplinary complaint against Weinberg even after the Texas State Court ruling caused the dismissal of the garnishment proceedings against Weinberg's NFL clients. Nonetheless, the conspirators arrogantly pressed on, knowing that they controlled the NFLPA Agent Disciplinary Committee and the Arbitrator, Roger Kaplan, who is paid by and closely aligned with the NFLPA.

50. The conspirators' control over the arbitrator was important because they expected that, after they revoked Weinberg's certification, he would almost certainly appeal the action taken against him. The conspirators knew that once Kaplan heard Weinberg's appeal, he would uphold (in one way or another) the action taken by the NFLPA Agent Disciplinary Committee. However, under the Regulations, if Kaplan first heard the Section 5 grievances filed by Weinberg and Davis (and Silber) that were already on file and pending before Kaplan, then any appeal of potential disciplinary action against Weinberg (or Silber) was required to go to a new, neutral arbitrator, rather than Kaplan. As a result, the conspirators purposely blocked repeated efforts by Weinberg and Davis to arbitrate their Section 5 grievances against Silber and caused Kaplan not to set the Section 5 grievances for hearing, thereby dragging Kaplan into their

conspiracy. Indeed, Kaplan (and the NFLPA) ***never*** allowed Weinberg to move forward with his Section 5 grievances against Silber despite months (even years) of repeated requests from Weinberg to Kaplan (and the NFLPA), asking that Kaplan schedule the Section 5 grievances for hearing. Kaplan also failed to follow the Regulations by refusing to even acknowledge the overwhelming majority of NFL player grievances that were filed by Weinberg's clients against Silber. In fact, the conspirators told Silber not to even bother filing answers to the grievances against him, presumably because they planned to prevent them from ever being heard (another violation of the Regulations).

51. Shortly after Weinberg filed his answer to the Section 6 disciplinary complaint, Berthelsen and Armstrong scheduled a "hearing." With the conspirators steering the proceeding, Weinberg believes that Berthelsen purposefully misled the Agent Disciplinary Committee by withholding vital information from the committee and painting the inaccurate picture that Weinberg had committed heinous acts (and should have his NFLPA license revoked immediately), when in reality Weinberg had done nothing more than attempt to protect his clients from improper and illegal actions by Silber after the NFLPA turned a blind eye to Silber's conduct and refused to help Weinberg's NFL clients. During this "sham" proceeding, Weinberg was not afforded due process, including not being allowed to appear in person or to present any witnesses or evidence in his defense. Consequently, Weinberg now believes the committee members never saw or considered the evidence submitted by Weinberg, which showed that there was no basis for the charges against him.

52. The day after the hearing, in accordance with their plan, the conspirators' kangaroo court immediately revoked Weinberg's certification for three (3) years—***the heaviest***

sanction ever in NFLPA history. In their attempt to "officially" give Weinberg's career the "death sentence," the conspirators also immediately removed Weinberg's name from the directory of NFLPA Contract Advisors published on the NFLPA's website. Weinberg now believes that this was the conspirators' plan all along because they had told Silber (several months before) that was exactly what they planned to do (even before Weinberg filed his answer). This punishment was unjust, excessive, and totally out of proportion to the alleged conduct because no NFL players had ever complained about Weinberg's conduct (only Silber's) and no NFL players were ever hurt by Weinberg's actions, financially or otherwise. Moreover, the decision to ***immediately revoke*** Weinberg's certification—a punishment reserved for "extraordinary circumstances"—was a malicious and vindictive act, specifically designed to deprive Weinberg of his common law right of due process, hurt him financially, and take away his right to earn a living as an NFLPA Contract Advisor.

53. Although the NFLPA specifically stated in its complaint against Weinberg that disciplinary action, if any, would proceed under Section 6D of the Regulations (which did ***not*** allow for immediate revocation of an agent's certification), the conspirators' kangaroo court instead acted under Section 6B (which did allow for immediate revocation upon the filing of a complaint—not done here—but was reserved for "extraordinary circumstances"), even though no "extraordinary circumstances" were present or even alleged in the complaint.

54. The conspirators knew or should have known that their actions against Weinberg—including the immediate revocation—were excessive, unjust, wrongful, and violated the Regulations. More importantly, the conspirators knew or should have known that their actions would upset Weinberg's NFL clients and likely cause them serious financial harm.

However, the conspirators did not care about any of that; their sole focus and goal was to hurt and silence Weinberg by taking away his NFLPA license and all of his NFL clients. The conspirators knew that by timing the revocation as they did and making the revocation effective immediately, their actions would strike a brutal blow to Weinberg financially. Specifically, the conspirators knew that: (i) Weinberg had twenty-five (25) NFL clients who needed to negotiate new NFL Player Contracts at that time (over the next sixty (60) to ninety (90) day period); and (ii) if Weinberg had been allowed to negotiate those contracts, he would have earned a substantial source of income for many years to come. As a result, the conspirators acted specifically to prevent Weinberg from negotiating those contracts and earning the associated agent fees. Incredibly, one of the conspirators even admitted to Weinberg (at a later time) that this was their primary motive in making his revocation effective ***immediately***.

55. If not for Weinberg's upcoming free agent negotiations and the conspirators' desire to take away Weinberg's primary source of income, Weinberg believes that the conspirators would have, at most, suspended him for his alleged conduct and then followed stated NFLPA disciplinary procedures by allowing his discipline to be stayed while he appealed the Agent Disciplinary Committee's ruling. However, because the conspirators specifically wanted to hurt Weinberg financially, they revoked his license (rather than suspending it) and made the discipline ***effective immediately***, even though Weinberg's actions (and even the allegations against him) did not justify a revocation, much less an immediate revocation. Through their actions, the conspirators deprived Weinberg of his right to due process.

I. Disregarding the Best Interests of the NFL Players, the Conspirators Smeared Weinberg's Reputation and Then Tried to Cover Their Tracks.

56. The conspirators had to be aware that the immediate revocation of Weinberg's NFLPA license would have a devastating effect on his NFL clients and hurt them immensely, both emotionally and financially, but the conspirators simply did not care about the players. Instead of ***protecting*** the players—in furtherance of the NFLPA's mission statement: "do whatever is necessary for the betterment of our membership"—the conspirators proceeded against Weinberg with malice to achieve their primary objective: ridding themselves of Weinberg, silencing him, and taking away his income (by immediately revoking his NFLPA license and, thereby, taking away all of his NFL clients).

57. On or about the day Weinberg's certification was revoked, the NFLPA sent a memo to all the NFL teams' chief executives, presidents, general managers, and club contract negotiators, advising them that, effective immediately, Weinberg was no longer in good standing and was prohibited from negotiating NFL player contracts.

58. The NFLPA then plastered news of Weinberg's immediate revocation in large, bold letters at the very top of the front page of its website and issued a press release to national news outlets stating that Weinberg's NFLPA certification had been revoked, effective immediately, and that he was no longer allowed to represent NFL players as their agent.

59. This press release—the first relating to agent disciplinary actions in almost four years—violated the Regulations, which prohibit such disclosures until "disciplinary sanctions imposed on a contract advisor become final" and provide that disciplinary actions are not final until an arbitrator issues a final decision on appeal.

60. The NFLPA's decision to revoke Weinberg's certification, effective immediately, was callous and reprehensible because it left Weinberg's NFL clients completely stranded at the time when they needed their agent the most. Although the NFLPA is supposed to act at all times in the best interests of its players, no players were helped or protected by Weinberg's immediate decertification; to the contrary, numerous NFL players were hurt emotionally, psychologically, and financially—not by Weinberg's actions—by the actions taken against Weinberg by the conspirators (who control the NFLPA Agent Disciplinary Committee).

61. Specifically, following the revocation, twenty (20) of Weinberg's NFL clients submitted letters to Berthelsen and Armstrong, demanding that Weinberg be allowed to continue representing them in connection with their upcoming free agent contract negotiations, which were only a few weeks away. However, because the conspirators totally ignored every one of these player requests, the conspirators—not Weinberg—were the ones who actually caused harm to these players and others (Weinberg represented forty-two (42) NFL players at the time). The conspirators were so focused on their "witch hunt" against Weinberg that they simply did not care that their actions actually hurt NFL players and deprived numerous NFL players of their hand-picked agent at one of the most critical points in their careers—when their NFL contracts were about to expire. As a result of the conspirators' actions—rather than spending their time discussing free agency (*i.e.*, Weinberg's research of teams' rosters and needs as well as planning strategies that would secure each client with the best contract and the most suitable team)—Weinberg and his clients were forced to spend their time discussing Weinberg's immediate revocation, what the Regulations stated, and the steps Weinberg was taking to have the

Regulations enforced as written so that he could continue representing the players at that critical juncture in their careers.

62. Indeed, Weinberg and his clients had been planning their strategies for free agent contract negotiations for months (and in some cases years), but Weinberg's immediate decertification left twenty-five (25) of Weinberg's NFL clients in a state of limbo. While a few players scrambled to immediately find new Contract Advisors on the eve of free agency, the overwhelming majority of Weinberg's clients stuck by him. Weinberg's clients were shocked that the NFLPA would do this to them: leave them stranded without their chosen agent when they needed him the most. This situation was incredibly frustrating for Weinberg because he knew the players would suffer the consequences of the conspirators' actions. In fact, Weinberg now believes that many of these players lost hundreds of thousands of dollars of income because the NFL contracts they ultimately signed without Weinberg's help were worth much less than the contracts he would have negotiated for them if he had been allowed to participate in their contract negotiations. And in a few highly unfortunate cases, some of these displaced players actually failed to obtain NFL contracts for the following season because the conspirators had prohibited Weinberg from helping them.

J. After the Conspirators Violated the Regulations, They Caused the Regulations to "Mysteriously Disappear" from the NFLPA Website.

63. Following the revocation of his license, Weinberg immediately filed an appeal with Kaplan and scheduled hearing dates with Kaplan for the appeal. Weinberg also sent Berthelsen a notice regarding his appeal wherein he informed Berthelsen that, under the Regulations, his timely-filed appeal ***automatically stayed*** the disciplinary action taken against him; however, with total disregard for Weinberg's right to due process, the NFLPA refused to

follow their own Regulations and stay Weinberg's immediate decertification. In fact, shortly thereafter, Berthelsen faxed Weinberg a new version of Section 6 of the Regulations—not yet approved by the NFLPA Board of Player Representatives—that took away Weinberg's right to a stay pending an appeal. Weinberg believes this new version of Section 6 was specifically written in an attempt to justify the procedural process (or lack of due process) surrounding his immediate revocation.

64. When Weinberg informed Berthelsen that his "new" version of the Regulations was much different than the version published on the NFLPA website, the conspirators had the Regulations removed from the website, and the Regulations did not reappear again on the website until nine (9) months later, only ***after*** the NFLPA Board of Player Representatives approved the addition of a number of new "Weinberg Amendments" that had been added to Section 6 of the Regulations (the section regarding disciplinary actions against agents).

65. In response, Weinberg filed a new separate emergency appeal with Kaplan requesting that he enforce the Regulations as published at the time of the discipline, which would have allowed Weinberg's timely-filed appeal to automatically stay the disciplinary action against him. The conspirators, however, had other ideas in mind. As part of the "sham" proceeding before Kaplan on this appeal, Berthelsen testified falsely that "the Regulations change virtually everyday," and Armstrong read aloud from scripted answers prepared by Berthelsen. However, at the same hearing, the conspirators went out of their way to prevent any of Weinberg's forty-two (42) NFL clients from testifying, including two players who had braved a blizzard to be present at the hearing so they could testify in person. The players were prepared to testify that: (i) they had not been injured in any way by Weinberg's alleged actions; (ii) Weinberg had done

nothing wrong; (iii) it was in their best interests for Weinberg to continue representing them at that time; and (iv) they would suffer serious and irreparable financial harm if Weinberg could not represent them during their upcoming free agent contract negotiations. Not surprisingly, Kaplan denied Weinberg's emergency appeal and instead simply "rubber stamped" the action taken against him by the conspirators.

K. The Conspirators Conjured Up Additional Charges To Bring Against Weinberg.

66. While Weinberg's full disciplinary appeal was still pending before Kaplan, the conspirators began threatening Weinberg with further disciplinary action. Ultimately, the conspirators conjured up a new Section 6 disciplinary complaint against Weinberg. The conspirators hoped this new complaint would prevent Weinberg from ever again working as an NFLPA Contract Advisor.

67. The new complaint involved one of Weinberg's former clients, Keith Washington, who is a resident of the State of Texas. Washington had been one of the fifteen (15) NFL players who had earlier filed a grievance against Silber and had also been one of the twenty (20) players who had written to the NFLPA asking that Weinberg be allowed to continue representing him (during free agency while Weinberg appealed his revocation). Even after the Texas State Court ruling—holding the Silber judgment "void for vagueness" and "unenforceable"—Silber sought in a newly filed action to try to collect agent fees from Washington. Weinberg suggested to Washington that he contact the NFLPA to seek help in stopping Silber from dragging Washington, once again, into the Weinberg-Silber dispute, especially since Washington had already paid ***all*** the agent fees owed under the contracts negotiated by Weinberg and, thus, there was nothing to garnish (Silber knew this; he was just

being vindictive). Weinberg now believes that the conspirators deceived and coerced Washington into participating in their conspiracy. The conspirators had Washington submit a letter—which Weinberg now believes the conspirators helped draft—complaining about the Silber-Weinberg dispute, which they then used as their basis for a new Section 6 disciplinary complaint against Weinberg. Although Washington's letter actually requested that the NFLPA take action against ***both*** Silber and Weinberg, the NFLPA once again singled out only Weinberg and (incredibly) once again refused to take any action against Silber.

68. In preparing his answer to the new disciplinary complaint, Weinberg specifically requested the "verified information," which is required by the Regulations, on which the complaint was based. The conspirators, however, failed and refused to produce any such information, including the Washington letter. As a result, Weinberg was denied the rights to fully analyze, respond to, and defend the charges against him.

69. From the limited information disclosed by the conspirators, the new complaint appeared to have been based on a flimsy charge that, among other things, Washington had given Weinberg a check in November 2002 to pay for agent fees on his NFL contract earnings for both November ***and*** December 2002. Since the check included December agent fees, the conspirators alleged that this payment violated the Regulations against the early payment of agent fees.

70. By contrast, earlier in 2002, one of Weinberg's clients had requested that the NFLPA take disciplinary action against Silber for, among other things, demanding and receiving an early payment of agent fees in ***mid-October*** for the entire season. However, the NFLPA refused to take any action against Silber in that case and instead told the player that it was "not unusual for agents to collect their fees early" and that it was "no big deal."

71. On another occasion, when Silber filed his garnishment proceeding in Texas against a number of Weinberg's NFL clients, John Collins, a lawyer in Dallas, Texas, hired by the NFLPA, drafted an escrow agreement. The escrow agreement, which was specifically reviewed and approved by Berthelsen, required NFL players to pre-pay agent fees for December 2002 into a trust account (in Dallas, Texas) during the month of November 2002, over a month ***before*** the agent fees were actually due.

72. However, when it later served the conspirators' purposes, Berthelsen brought a Section 6 disciplinary complaint against Weinberg for the exact same conduct—receiving a portion of his agent fees a month early during the exact same time frame (November - December 2002). In fact, the conspirators alleged that this was an "extraordinary circumstance" and once again immediately revoked Weinberg's certification—but this time for five (5) years (***almost double the earlier sanction***, which was the harshest discipline ever filed in NFLPA history).

73. The most shocking part about this entire situation—including all the disciplinary actions taken against Weinberg and the immediate revocation of his NFLPA certification for a total of eight (8) years (effectively a "death sentence" for his career)—is the fact that ***no NFL players were ever hurt by any of Weinberg's actions***, financially or otherwise. Indeed, not once, in any of the complaints filed against Weinberg, was there ever an allegation that he had ever done anything improper with players' monies. Upon information and belief, Weinberg is the only Contract Advisor in NFLPA history ever to have his certification immediately revoked on charges that did ***not*** involve stealing money from a player or otherwise causing a player serious financial harm.

74. After Weinberg filed a timely appeal of the new five (5) year revocation, he sought discovery regarding the disproportionate treatment he received from the NFLPA, including information regarding other Contract Advisors who had been accused of similar actions and the related disciplinary actions, if any, taken against them by the NFLPA Agent Disciplinary Committee.

75. Unfortunately, the conspirators fiercely (and successfully) fought Weinberg's efforts to obtain this discovery regarding his disproportionate treatment, and Kaplan has refused to rule on these discovery issues. As a result, Weinberg's appeal of the latest disciplinary action taken against him (the five (5) year revocation) remains in limbo and never has been set for hearing.

L. Weinberg Was Subjected to Disparate Treatment.

76. Weinberg believes that discovery would show that he has received disproportionate treatment. For example, about a year after Weinberg's first revocation, another Contract Advisor, Steve Zucker, had his NFLPA license revoked for causing a serious financial injury to one of his own NFL clients. Despite the fact that he was deemed by the NFLPA Agent Disciplinary Committee to have directly caused a loss of "approximately three hundred thousand dollars ($300,000.00)," Zucker's license was revoked for only one year. Then, although Zucker's license was ***revoked*** (not suspended), the NFLPA still allowed Zucker's timely-filed appeal to stay the revocation of his license. This meant that Zucker (unlike Weinberg) could continue to represent NFL players and earn new agent fees during the appeal process—a period that lasted one full year—even though Zucker ultimately lost his appeal, and when he did, the revocation took effect at the time of the decision (one year later).

77. Another example involves Neil Cornrich, a Contract Advisor accused by the NFLPA Disciplinary Committee of a "conflict of interest" (the exact same charge that the conspirators brought against Weinberg when they revoked his license for three (3) years). Unlike Weinberg, Cornrich did not have his license immediately revoked for three (3) years; rather, he was merely suspended for one year and fined thirty-three thousand dollars ($33,000.00)—the amount he received for giving testimony against a player. In addition, Cornrich's timely-filed appeal automatically stayed his suspension, even though his alleged "conflict of interest" involved a financial injury to the estate of an NFL player.

78. Another Contract Advisor, David Dunn, had his NFLPA license suspended for two years in February 2003—the same month that the NFLPA immediately revoked Weinberg's NFLPA license—but Dunn was allowed to keep his license while appealing his suspension, and Dunn's appeal is still pending. So, while Weinberg has been excluded from the NFL marketplace and unable to earn a living as an NFLPA Contract Advisor for nearly four (4) years, Dunn, among others, has been allowed to continue negotiating NFL contracts and earning a living representing NFL players.

79. Weinberg also believes that there are numerous other Contracts Advisors who have been accused of conduct worse than anything Weinberg was accused of (and certainly far worse than anything Weinberg actually did), but those other Contract Advisors did not have their certifications (immediately) revoked and they received far lighter discipline than Weinberg. Furthermore, the NFLPA did not deprive any of these Contract Advisors of the right to an automatic stay of the disciplinary actions taken against them once they filed their appeals, which permitted them to continue representing NFL players and earning their respective fees.

80. Moreover, despite the numerous reports filed by Weinberg and/or his clients to the NFLPA and the Agent Disciplinary Committee, numerous other Contract Advisors have gone totally unpunished despite the fact that their actions clearly violated the Regulations. Weinberg now believes that none of these other Contract Advisors were ever disciplined at all and, quite possibly, their conduct was not even investigated by the Agent Disciplinary Committee, despite the fact that, per the Regulations, upon receipt of this "verified information," the NFLPA is required to launch an investigation and, should violations be found, take disciplinary action. In fact, Upshaw recently stated, "They, the agents, work at our beck and call. When you violate the rules and do not follow the procedures set down by the players themselves, we are going to act." Unfortunately, the NFLPA often chooses not to act when it should.

81. For example, Kaplan determined during a Section 5 grievance proceeding that Tony Agnone, a Contract Advisor, had violated multiple sections of the Regulations. Despite Kaplan's findings, no disciplinary action was ever taken against Agnone. Weinberg believes that the reason no action was taken was because Agnone and Berthelson have developed a close relationship while serving together on the Board of Directors of the Sports Lawyers Association. Furthermore, Agnone previously represented Tom Condon (a current Contract Advisor, ex-NFL player, and ex-president of the NFLPA), and Condon, in what Weinberg believes is a true "conflict of interest," now represents Upshaw (another ex-player), who is current Executive Director of the NFLPA. These relationships, rather than the Regulations, appear to influence whose actions warrant discipline and whose do not—despite Upshaw's recent comments.

M. The Conspirators Dragged Collins Into Their Conspiracy.

82. Weinberg now believes that Collins, the attorney in Dallas, Texas who drafted the escrow agreement in the Texas garnishment action, was part of the conspiracy because he gave false testimony (or testimony with reckless disregard for the truth) against Weinberg in connection with Weinberg's appeal of his three (3) year decertification. Specifically, Collins falsely testified—apparently at the conspirators' urging from a script written by Berthelsen—that Weinberg had violated the Texas Fraudulent Transfer Act by transferring certain assets to avoid paying a lawful judgment, which was untrue because (i) Weinberg received cash at or near fair market value on all asset transfers and (ii) the judgment had been declared "unenforceable" and "void for vagueness."

83. Kaplan then based his rulings on Collins's false testimony. Thus, Collins twice helped the conspirators to achieve their goal of excluding Weinberg from the NFLPA Contract Advisor marketplace (i) by giving false testimony against Weinberg and (ii) by drafting an escrow agreement that violated the Regulations in an attempt to withhold Weinberg's agent fees.

84. Moreover, after the Silber garnishment proceedings were dismissed (following the Texas State Court ruling), Collins improperly withheld and refused to release the money collected under the escrow agreement and held in his firm's trust account. Indeed, despite numerous specific requests from Weinberg, Collins failed and refused—even after learning that the garnishment proceeding in Texas had been dismissed—to return the money to the NFL player who had paid the money into the escrow account or to turn the money over to Weinberg, the Contract Advisor who had earned the money. Instead, Collins opted to improperly pay the money to Silber ***in violation of the escrow agreement***, which is further proof that Collins was

acting on behalf of the conspirators. In fact, Weinberg now believes that Collins did this because he was "requested to do so" by the conspirators.

N. To Inflict More Punishment, the Conspirators Intentionally Interfered with Weinberg's Existing Contracts and Prospective Relationships.

85. In addition to the outrageously excessive disciplinary actions already taken, the conspirators have piled on additional punishment against Weinberg by intentionally interfering with his right to collect past due and future agent fees on previously negotiated NFL contracts.

86. For example, Weinberg believes and was told that the conspirators: (i) first acted by having Upshaw personally instruct certain NFL players represented by Weinberg not to pay him agent fees that were currently due or soon to be due; and (ii) then circulated a memorandum to certain Contract Advisors instructing them that none of their clients should pay any of their agent fees that were due to Weinberg.

87. As a result, numerous NFL players refused to pay agent fees owed to Weinberg, and at least one NFL player stopped payment on checks written to Weinberg. Furthermore, a number of NFLPA Contract Advisors, including Tony Agnone and Howard Shatsky, tortiously interfered with Weinberg's contracts and participated in the conspiracy to tortiously interfere with Weinberg's contracts by, among other things, specifically and improperly instructing NFL players (Weinberg's former clients who were now their clients) not to pay Weinberg agent fees properly due and owing under their contracts. This conduct interfered with Weinberg's existing and prospective business relations and took away his ability to earn a living and support his family as a sports agent.

88. Moreover, Weinberg has been unable to collect unpaid agent fees owed by former clients. Weinberg has attempted to follow the required NFLPA procedures stated in the

Regulations for collecting these past-due fees by filing NFLPA grievances against these players. However, when Weinberg contacted Kaplan to schedule his remaining fee grievances for hearings, Kaplan responded: "Why would you want to go forward with those grievances when you know how I ruled?" Kaplan was referring to one of the newly implemented "Weinberg Rules," which were specifically created by the conspirators to prevent Weinberg from recovering his past due agent fees on numerous outstanding grievances.

89. In fact, when Weinberg recently stated to Kaplan that he wanted to move forward with his grievances anyway, the conspirators next attempted to block him from collecting past due agent fees by having Kaplan send a letter to Weinberg threatening to dismiss thirty-two (32) of his outstanding grievances. This threat was based on the conspirators' new allegation that these grievances failed to comply with the Regulations (even though the grievances had already been accepted without complaint and had been pending for almost two-and-a-half (2½) years). Although DePaso had previously specifically instructed Weinberg that all of his past due fee cases must be processed though the NFLPA's arbitration system, the conspirators now claim that Weinberg's fee cases must be "stopped" because they are "clogging the system." Clearly, the conspirators are determined to deny Weinberg his rightful and hard-earned fees and to dispose of Weinberg's grievances—and Weinberg—by any means necessary, even if it means violating his right to equal treatment and due process.

O. The Conspirators Filed False and Misleading Affidavits to Further Hurt Weinberg Financially.

90. Finally, as recently as April 2006, the conspirators continued to mete out pain and punishment toward Weinberg by supporting Silber in connection with his ongoing dispute with Weinberg. Specifically, the conspirators dragged Mark Levin—the Salary Cap and Agent

Administration Director for the NFLPA—into their conspiracy by getting Levin to submit two (2) separate false and misleading affidavits in connection with two (2) separate legal proceedings that were pending in Dallas, Texas. The purpose of Levin's affidavits (which in and of themselves violated stated NFLPA policy) was to further damage Weinberg financially by improperly taking sides in the ongoing dispute between Weinberg and Silber.

P. The Damages Caused by the Conspiracy.

91. Weinberg has clearly been damaged—financially, legally, emotionally, physically, and socially—by the conspiracy against him. The conspirators improperly and maliciously directed tortious conduct toward Weinberg, a resident of the State of Texas. Weinberg has been wrongfully accused and denied his rights of due process in violation of the laws of the State of Texas, he has been improperly excluded from the marketplace, and he no longer has the right to earn a living at his chosen profession.

92. Until targeted by this malicious and vindictive conspiracy, Weinberg was the sole breadwinner for his family of four, including two college-aged daughters he was still supporting. However, as a result of the arbitrary and capricious actions taken against him by the conspirators, Weinberg can no longer support his family as he did for over twenty (20) years, and his entire family has suffered, both emotionally and physically, to a point requiring substantial medical attention. For example, even with serious health problems, Weinberg's wife must now work full-time to help pay substantial medical bills and help support the family.

93. As a direct and proximate result of the conspirators' acts, Weinberg has suffered significant damages, both economic and non-economic. Plaintiff is seeking a total of thirty-six million seven hundred fifty thousand dollars ($36,750,000.00), including twelve million dollars

($12,000,000.00) in compensatory damages and an additional twenty-four million seven hundred and fifty thousand dollars ($24,750,000.00) in exemplary damages from the conspirators, all of whom should be held jointly and severally liable for their actions.

VI.

CAUSES OF ACTION

Count One: Fraud

94. Plaintiff repeats and realleges all of the foregoing paragraphs.

95. Defendants made certain representations to Plaintiff.

96. Those representations were material and false, and they were known to be false when made or, at a minimum, were made recklessly, as positive assertions, without knowledge of their truth.

97. Those representations were made with the intention that Plaintiff would act in reliance on them and Plaintiff did, in fact, rely on them to his detriment.

98. Those representations proximately caused Plaintiff to suffer actual and consequential damages.

99. Plaintiff is seeking damages for economic injuries, injuries to personal property, and personal injuries as well as consequential and exemplary damages, interest, and court costs.

100. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

Count Two: Conspiracy to Commit Fraud

101. Plaintiff repeats and realleges all of the foregoing paragraphs.

102. Defendants were members of a combination of two or more persons.

103. The objective of the group was to accomplish an unlawful purpose or a lawful purpose by unlawful means, including committing fraud against Plaintiff.

104. The members of the group had a meeting of the minds on the object or course of action.

105. One or more members of the group committed an unlawful, overt act to further the object or course of action.

106. Plaintiff suffered injuries as a proximate result of the wrongful acts of the group.

107. Plaintiff is seeking damages for economic injuries, injuries to personal property, and personal injuries as well as consequential and exemplary damages, interest, and court costs.

108. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

Count Three: Tortious Interference with Existing Contracts

109. Plaintiff repeats and realleges all of the foregoing paragraphs.

110. Plaintiff had valid contracts with third persons, including but not limited to contracts with the forty-two (42) football players listed in Exhibit "A" attached hereto and incorporated herein by reference, and Defendants willfully and intentionally interfered with those contracts.

111. The interference was a proximate cause of actual damages and losses to Plaintiff.

112. Plaintiff is seeking damages for lost benefits of contract, personal injuries, and economic injuries as well as consequential and exemplary damages, interest, and court costs.

113. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

Count Four: Conspiracy to Tortiously Interfere with Existing Contracts

114. Plaintiff repeats and realleges all of the foregoing paragraphs.

115. Defendants were members of a combination of two or more persons.

116. The objective of the group was to accomplish an unlawful purpose or a lawful purpose by unlawful means, including tortious interference with existing contracts of Plaintiff.

117. The members of the group had a meeting of the minds on the object or course of action.

118. One or more members of the group committed an unlawful, overt act to further the object or course of action.

119. Plaintiff suffered injuries as a proximate result of the wrongful acts of the group.

120. Plaintiff is seeking damages for lost benefits of contract, personal injuries, and economic injuries as well as consequential and exemplary damages, interest, and court costs.

121. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

Count Five: Tortious Interference with Prospective Business Relations

122. Plaintiff repeats and realleges all of the foregoing paragraphs.

123. There was a reasonable probability that Plaintiff would have entered into business relationships with third persons and Defendants intentionally interfered with those relationships in a way that was independently tortious or unlawful.

124. The interference was a proximate cause of actual damages and losses to Plaintiff.

125. Plaintiff is seeking damages for lost benefits of contract, personal injuries, and economic injuries as well as consequential and exemplary damages, interest, and court costs.

126. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

Count Six: Conspiracy to Tortiously Interfere with Prospective Business Relations

127. Plaintiff repeats and realleges all of the foregoing paragraphs.

128. Defendants were members of a combination of two or more persons.

129. The objective of the group was to accomplish an unlawful purpose or a lawful purpose by unlawful means, including tortious interference with prospective relations of Plaintiff.

130. The members of the group had a meeting of the minds on the object or course of action.

131. One or more members of the group committed an unlawful, overt act to further the object or course of action.

132. Plaintiff suffered injuries as a proximate result of the wrongful acts of the group.

133. Plaintiff is seeking damages for lost benefits of contract, personal injuries, and economic injuries as well as consequential and exemplary damages, interest, and court costs.

134. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

Count Seven: Illegal Restraint of Trade

135. Plaintiff repeats and realleges all of the foregoing paragraphs.

136. Defendants engaged in an unlawful conspiracy in restraint of trade in violation of the Texas Business and Commerce Code Section 15.01, *et seq.*

137. Defendants unlawfully monopolize, attempt to monopolize, and/or conspire to monopolize a part of trade or commerce.

138. Defendants intentionally, illegally, unfairly and unreasonably acted in concert with one another and others in restraint of trade by exceeding their authority to act and by preventing Plaintiff from working in his chosen field.

139. Plaintiff has been denied the right to work because of his decertification by the NFLPA as a Certified Contract Advisor, which was a condition of keeping his job.

140. Defendants worked to "boycott" Plaintiff from their industry and the result is that NFL players were and are now deprived of the opportunity to choose Plaintiff as their NFLPA Contract Advisor.

141. Defendants' actions are in violation of the Texas Free Enterprise and Anti-Trust Act.

142. Defendants' wrongful conduct was a proximate cause of actual damages and losses to Plaintiff.

143. Plaintiff is seeking damages for lost benefits of contract, personal injuries, and economic injuries as well as consequential and exemplary damages, attorneys' fees, interest, and court costs.

144. The accrual of Plaintiff's claim was delayed under the discovery rule, the fraudulent concealment doctrine, and the continuing tort doctrine.

VII.

JURY DEMAND

145. The Plaintiff demands a trial by jury on issues that may be so tried.

VIII.

CONCLUSION

WHEREFORE, premises considered, the Plaintiff, Steve Weinberg, respectfully requests that the Defendants be cited to appear herein and that this Court enter judgment against them, jointly and severally, awarding the Plaintiff twelve million dollars ($12,000,000.00) in compensatory damages, twenty-four million seven hundred fifty thousand dollars ($24,750,000.00) in punitive damages, reasonable attorneys' fees, pre- and post-judgment interest at the highest rates allowed by law, costs of court, and all other appropriate relief at law or in equity.

Respectfully submitted,

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7. Dimitrius Breedlove
8. Chris Cole
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14. Jeff Feagles
15. Spencer Folau
16. Mike Gandy
17. Damon Gibson
18. Ray Green
19. Cory Hall
20. Karl Hankton
21. Bernardo Harris
22. Craig Hentrich
23. Jaret Holmes
24. Kerry Hood
25. Jeno James
26. J.J. Jones
27. Rod Kelly
28. Erron Kinney
29. Sean McDermott
30. Cedric Oglesby
31. Kyle Richardson
32. Todd Sauerbrun
33. Justin Skaggs
34. David Terrell
35. Keith Traylor
36. Matt Turk
37. Keith Washington
38. Elijah Williams
39. Sammy Williams
40. Charles Woodall
41. Ellis Wyms
42. Bashir Yamini

CERTIFICATE OF SERVICE

Plaintiff's First Amended Petition was filed before the Citations were issued in this case; accordingly, true and correct copies of this document will be served to all parties along with the Citations.

S. Wallace Dunwoody IV

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